

shall be considered a cancellation and Producer shall pay Cargill liquidated damages pursuant to the formula as set forth above in Section E(2).

F. Notices.

All notices required to be given hereunder shall be in writing and shall be sent by postage prepaid, certified or registered mail to the address below:

If to Producer:

If to Cargill:

Cargill Pork
P.O. Box 699
209 West Main, Suite 1
Russellville AR 72801-0699

G. Governing Law.

This Request shall be governed by and construed according to the laws of the State of Arkansas, without giving effect to its conflicts of laws principles.

H. Arbitration.

Any and all controversies, disputes and claims arising out of or relating to this Request shall be settled by arbitration in Little Rock, Arkansas, or such other location as the parties may agree in writing. The arbitration shall be before a panel of three arbitrators, with each party to choose its own arbitrator, and the third being chosen by agreement between the two party-appointed arbitrators. In the event the two party-appointed arbitrators cannot agree on a third within 60 days of the appointment of the second arbitrator, then both parties shall apply to the American Arbitration Association ("AAA") for the appointment of the remaining arbitrator. Any arbitration is to be conducted in accordance with the then existing general commercial arbitration rules of the AAA, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction.

I. Incorporation by Reference. Exhibits A through D attached hereto are hereby incorporated by reference and made a part of this Request.

J. Miscellaneous.

1. This Request shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided that Producer may not assign this agreement in whole or in part without the prior written consent of